

GENERAL CONTRACTOR
LICENSE NO. 116307 A C12
FAX: 818.362.9300

SECURITY PAVING COMPANY, INC.

13170 TELFAIR AVENUE
SYLMAR, CA 91342
TEL. 818.332.9200

November 19, 2018

State of California, Department of Transportation
Division of Engineering Services
Office Engineer, MS 43
1727 30th Street
P.O. Box 168041
Sacramento, CA 95816

Attention: Jill Sewell, Office Chief

Re: **Bid Protest by Security Paving Company, Inc.**

Contract No. 05-1F75U4

For Construction on State Highway in Monterey County in and Near King City From 0.4 Mile South of Wild Horse Road Overcrossing to Teague Avenue in District 05 on Route 101

Bids Opened: 11/08/2018

Dear Ms. Sewell:

In accordance with the State of California, Department of Transportation ("Caltrans") contract bid protest procedures, please accept this letter as Security Paving Company, Inc.'s ("Security Paving") formal protest of the bid submitted by OHL USA, Inc. dba Group OHL USA, Inc. ("OHL") for Contract No. 05-1F75U4 (the "Contract"). Bids for this Contract were opened on November 8, 2018. OHL was the apparent low bidder and Security Paving was the apparent second-low bidder.

A responsive bid agrees to do what the bidding instructions require. *MCM Construction, Inc. v. San Francisco* (1998) 66 Cal.App.4th 359, 369. Here, OHL failed to follow the bidding instructions when it submitted its bid. OHL failed to meet the nineteen (19%) percent DBE Contract goal for this Project, nor did it make adequate good faith efforts to meet the goal. This constitutes a material defect that cannot be waived and renders the bid by OHL non-responsive.

A. OHL Did Not Meet the DBE Goal and Did Not Make Adequate Efforts to Meet the Goal

Pursuant to the Standard Specifications, Section 2-1.12B, bidders for this Contract are required to "make work available to DBEs and select work parts consistent with the available DBEs, including subcontractors, suppliers, service providers, and truckers." Bidders are further required to "meet the DBE goal shown on the Notice to Bidders or demonstrate that you made adequate good faith efforts to meet this goal." The DBE goal for this Contract was 19%. On November 13, 2018 OHL submitted its DBE commitment and only claimed 15.55% DBE participation – well below the stated goal. Further, OHL's perceived commitment is overstated. After deducting credit for the errors in calculating the DBE participation, OHL's actual DBE participation is only 6.26%. OHL's failure to meet the goal, and its errors in calculating DBE participation cannot be saved in this instance by its good faith effort documentation. The good faith effort documentation submitted by OHL was clearly pro forma and is completely inadequate because it lacks the quality, scope, intensity, and appropriateness to meet the stated

SECURITY PAVING COMPANY, INC.

participation goals. While full of content, the documentation submitted by OHL lacks purpose and follow through and concern immediately prior to bid submission. There does not appear that there was any concern or action taken to increase DBE participation prior to bid submission, even though there were clear options available to do so.

The inadequate level of DBE participation in OHL's DBE commitment form demonstrates a lack of good faith effort to meet the goal. OHL's inadequate efforts to meet the DBE Contract goal are highlighted by the ability of Security Paving to exceed the 19% goal - Security Paving obtained 20.1% DBE commitment and participation. The purpose of the good faith efforts requirement is to evaluate whether the bidder made adequate efforts to make the goal but, despite those good faith efforts, was unable to meet the goal. As the United States Department of Transportation explains in its guidance materials, "This means that the bidder must show that it took all necessary and reasonable steps to achieve a DBE goal or other requirement of Part 25 which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not successful... The efforts employed by the bidder should be those that one could reasonably expect a bidder to take if the bidder were actively and aggressively trying to obtain DBE participation sufficient to meet the DBE Contract goal."

That does not appear to be the situation in this case. OHL could have met the goal if had been more "active" and "aggressive" in trying to obtain DBE participation. Indeed, Security Paving exceeded the DBE goal for this Contract. The Specifications, Section 2-1.12B(3), states that Caltrans should consider the DBE commitments of other bidders in determining whether the low bidder made good faith efforts to meet the DBE goal. Further, as explained in Appendix A to the Federal Regulations, 49 CFR 26 - Guidance Concerning Good Faith Efforts, "In determining whether a bidder has made good faith efforts, you may take into account the performance of other bidders in meeting the contract. For example, when the apparent successful bidder fails to meet the contract goal, but others meet it, you may reasonably raise the question of whether, with additional reasonable efforts, the apparent successful bidder could have met the goal."

In essence, documented good faith efforts are meant to evidence that the bidder did all it could to reasonably meet the DBE goal, but despite those efforts, was unable to obtain the needed DBE participation. The fact that Security Paving was able to exceed the DBE goal demonstrates that OHL did not do everything it reasonably could to meet the goal.

B. OHL Has Overstated Its DBE Participation on This Contract

As indicated above, OHL's DBE Commitment form claims \$12,093,353.56 total DBE participation, only 15.55% of the bid amount. However, a cursory review demonstrates that OHL has overstated the amount of DBE participation. Amounts claimed for Austin Enterprises, Dave Trucking & Sweeping, Dreambuilder Construction, and Contera Construction, totaling \$7,226,938.20, should be excluded. After deducting the errors in OHL's calculation, the actual amount of DBE Participation is only \$4,866,415.36 - a woeful 6.26%. The errors that should be excluded from OHL's DBE commitment are set forth below.

SECURITY PAVING COMPANY, INC.

1. Austin Enterprises

OHL has claimed \$706,404.00 in DBE participation for Austin Enterprises. However, OHL did not submit a signed DBE Confirmation from Austin Enterprises. Pursuant to Section 2-1.12B(2) of the Special Provisions, each bidder is required to submit **both**, a copy of the quote from each DBE shown on the DBE Commitment form that describes the type and dollar amount of work shown on the form **and** a DBE Confirmation form for each DBE shown on the DBE Commitment form to establish that it will be participating in the Contract in the type and dollar amount of work shown on the form. OHL failed to submit the DBE Confirmation form for Austin Enterprises, failed to strictly comply with the bid documents, and, therefore, the \$706,404.00 in participation claimed by OHL should not be allowed.

2. Dave Trucking & Sweeping

OHL has claimed \$2,542,604.80 in DBE participation for Dave Trucking & Sweeping. This amount cannot be supported by the quotations submitted by Dave Trucking. (See, Exhibit A.) In both its DBE commitment form and the DBE Confirmation, OHL has listed Dave Trucking to perform "Trucking CRCP Aggregate" and "Furnish CRCP Aggregate." However, in reviewing the documentation submitted by OHL, Dave Trucking did not provide a quotation for "furnish CRCP aggregate." As set forth above, OHL is required to submit both the quote and the DBE Confirmation. Since no quotation was submitted, there is no basis for OHL to claim \$627,664.80 in participation for Dave Trucking to "furnish CRCP aggregate." The DBE participation for Dave Trucking should not be allowed.

With respect to the "trucking CRCP aggregate," Dave Trucking's quote only provides hourly rates for trucking. However, OHL's worksheet calculates a per ton price for trucking. Accordingly, the amount claimed in DBE participation cannot be reconciled with the quotation. Since there is no quotation providing trucking by the ton, there is no basis for OHL to claim \$1,914,940.00 in participation for Dave Trucking for "trucking CRCP aggregate." The DBE participation for Dave Trucking should not be allowed.

3. Dreambuilder Construction Corp.

OHL claims \$1,941,164.40 in participation for Dreambuilder Construction Corp. OHL described the materials to be provided by Dreambuilder as "Concrete Supply for Continuously Reinforced Concrete Pavement." Reviewing the quotation submitted by Dreambuilder, it does not have the equipment necessary to supply concrete for Continuously Reinforced Concrete Pavement ("CRCP"). The only equipment owned by Dreambuilder for supplying concrete for CRCP are volumetric trucks. This is stated on the quotation. Further, Security Paving contacted Dreambuilder's principal, Alex Singh, post-bid for reference on future projects. Mr. Singh confirmed that Dreambuilder only owns volumetric trucks for supplying concrete. The Caltrans Specifications do not allow the use of volumetric trucks, or volumetric proportioning for placement of CRCP. (See, Section 40-1.03A of the Standard Specifications. Volumetric trucks, and volumetric proportioning, is only permitted under the Standard Specifications where the specifications allow the use of Rapid Strength Concrete ("RSC"). (See, Section 90-3.01 of the Standard Specifications.) Here, the specifications do not allow the use of RSC. Dreambuilder cannot supply CRCP to this Project with its volumetric trucks.

SECURITY PAVING COMPANY, INC.

Further, OHL has manipulated the numbers to fit within OHL's DBE participation needs. Dreambuilder's quote only anticipates supplying a portion of the concrete for CRCP, 22,146 cy at a unit price of \$134.65. However, OHL's worksheet shows Dreambuilder supplying 77,500 cy of concrete for CRCP, but at a reduced unit price of \$41.945. Dreambuilder's quotation and OHL's worksheet don't reconcile. (See, Exhibit B.) The numbers have been improperly manipulated to maximize OHL's DBE commitment.

Dreambuilder cannot provide concrete for CRCP with the equipment it owns, and OHL has improperly manipulated Dreambuilder's quotation for its benefit. OHL's listing of Dreambuilder to supply concrete for CRCP is a sham. The \$1,941,164.40 in participation claimed by OHL should not be allowed.

4. Contera Construction Corporation

OHL claims \$3,068,660.00 in participation for Contera Construction Corporation. Contera's quote states that it will perform "Hourly Trucking (Bottom Dumps)." OHL's worksheet for Contera, however, identifies that for a portion of Bid Item 37 it will haul excavated material to crusher using end dumps, not bottom dumps. In fact, it is unlikely that this portion of the haul could be done using bottom dumps as opposed to end dumps. The price for this portion of the haul is stated as \$704,950.00. Similarly, for Bid Item 65, OHL identifies that Contera will haul PCC batch mix to paver via end dumps, not bottom dumps. Again, it is unlikely that this portion of the haul could be done using bottom dumps as opposed to end dumps. The price for this portion of the haul is stated as \$1,331,815.00. Contera only quoted haul rates utilizing bottom dumps, not end dumps. (See, Exhibit C.) Security Paving believes that Contera does not own end dumps and the haul portions identified above cannot be performed with bottom dumps.

The \$2,036,765.00 of participation claimed for hauling with "end dumps," when Contera only quoted hauling with "bottom dumps," is a sham and should not be allowed.

5. Dragon Material Transport, Inc. and Raper Electrical Distributors Corporation

OHL failed to properly fill out and complete the DBE Confirmation forms with respect to Dragon Material Transport, Inc. and Raper Electrical Distributors Corporation ("REDCO"). (See, Exhibit D.) OHL claims \$871,131.00 in participation for Dragon Material to furnish oil for HMA and RHMA. Dragon Material's quotation indicates that it is supplying oil to Granite Construction Company. OHL's commitment form incorrectly states that Dragon Material is second-tier to Cal Valley Construction. The DBE Confirmation incorrectly identifies the "Bidder" as OHL and the "Prime Contractor" as Cal Valley, with no mention whatsoever of Granite. OHL claims \$85,153.83 to supply electrical material. REDCO's quotation indicates that it is supplying electrical material to Lee Wilson Electric. The DBE Confirmation for REDCO incorrectly identifies the "Bidder" as OHL and the "Prime Contractor" as Lee Wilson Electric. OHL has not properly filled out the DBE Commitment forms for Dragon Material and REDCO. If the participation for Dragon Material and REDCO are not allowed due to these errors, OHL's DBE participation would drop to \$3,910,130.53 -- a mere 5.0%.

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C. Conclusion

Bidders were required to meet the stated DBE goal of 19% or demonstrate adequate good faith efforts to meet the goal. OHL's stated commitment of 15.55%, and its actual participation between 5.0% and 6.26%, are well below the stated goal. Further, OHL's failure to meet the stated goal cannot be ignored simply because it submitted good faith effort documentation. To establish adequate good faith efforts, Section 49 CFR Part 26, Appendix A requires that a bidder exhaust all reasonable means necessary to comply with the DBE goals of the project. OHL did not satisfy this requirement. The fact that Security Paving was able to exceed the DBE goal demonstrates that OHL did not do everything it reasonably could to meet the goal and its bid should be rejected as non-responsive. Security Paving should be awarded the contract as the lowest responsive and responsible bidder.

Respectfully submitted,



Joseph Ferndino, Vice President
Security Paving Company, Inc.

DES-DE-0102:13 (NEW 03/2015)

Chen Erwei's pub:

05-1F75U4

History of DISE Diagnosis:

Disabled American Veteran Enterprises Trucking & Sweeping, Inc.

Name of DBE representative:

42154

DBE certification numbers:

Sean Beed

Nature's Goodness

OHL USA, Inc. DBA Group OHL USA, Inc.

Name of prime contractor, if different from the bidder:

Name of representative of bidder or prime contractor:

Craig Huss, Chief Estimator

Date:

11/9/2018

[illegible]

If 70% of an item is not to be performed or furnished by the DBE, describe in a direct portion of the item to be performed or furnished.

Total	\$2,861,048
-------	-------------

[illegible]

I certify under penalty of perjury that the foregoing is true and correct.

Signature of BREN authorized representative

SEAN A RERO

Foreign relations of U.S. is mainly dictated by military and economic

Title of DBE: _____ represented by: _____

11/13/10

ADA Notice

For individuals with sensory disabilities, this document is available in alternate formats. For alternate format information, contact the Public Management Unit at (919) 448-1233, TTY 711, or write to Research and Public Management, 1120 N. Green, P.O. Box, Durham, NC 27714.

Contract No. 05-1F75U4

CRCP Aggregate Trucking D.A.V.E. Trucking & Sweeping

7112

65

~~CRCP Aggregate Trucking~~ = \$ 1,914,940⁻

Furnish CRCP Aggregates

65

1" Gravel	22,533 TN	x 10.50	=	234,596 ⁻
3/8" Agg	17,127 TN	x 11.50	=	194,960 ⁻
Sand	56,087 TN	x 9.50	=	532,826 ⁻
				<u>966,382⁻</u>
				<u>79,726⁻</u>
				<u>1,046,108⁻</u>

Tax

x .60

Total DBE Mat'l

2

627,664⁻

Total DBE Trucking + Mat'l

2,542,604⁻

DAVE TRUCKING & SWEEPING

RATE SHEET 2018

P.O. BOX 975 DBE#42154 DVBE#1790879
Tulare, CA 93275
(559) 370-5756 / Phone
daveatruckswEEP@gmail.com

RATES EFFECTIVE : July 31st, 2018: to June 30th 2019

Monday to Friday ~~Hourly Day Rate: \$175.00 per hour~~
Monday to Friday Overtime Day Rate: \$190.00 per hour

Monday to Friday ~~Hourly Night Rate: \$185.00 per hour~~
Monday to Friday Overtime Night Rate: \$200.00 per hour

Saturday ~~Hourly Day Rate: \$195.00 per hour~~
Saturday Hourly Night Rate: \$200.00 per hour

Sunday ~~Hourly Day Rate: \$210.00 per hour~~
* Sunday Hourly Night Rate: \$220.00 per hour
* Use this rate for jobs starting after 4pm

Emergency Call Out Rate: \$200.00 per hour MOBILIZATION \$140.00 PER HR
Subsistence: \$140.00 per day

8 Hour Per Day Minimum Project: 05-1F7504
8 HOUR PER NIGHT MINIMUM Bid Date: 11/8/18

A surcharge will be assessed on all prices quoted of 2% for every \$0.20 increase of CALIFORNIA'S average fuel rate which is \$3.20 a gal. Please add 3% per year beginning Oct 1 2019 for any job that are expected to last more then a year. Also D.A.V.E. Sweeping is here to Aid and assist our customers in there sweeping needs. Please make Arrangements for any unforeseen contingencies has D.A.V.E. can not Be held liable for any liquidated damages due to down time or break downs.

Contractor Authorized Representative

Name _____

Date _____

Signature _____

Phone# _____

1000015690

Contractor: Fitch

Attn: _____

Date: 11/8/2017**DAVE Trucking & Swooping**Project Description: 05-1F7504

559.370.5756

Email: davetruckswoop@gmail.com P.O. BOXProject Location: King City, CA

975 TULARE CA 93275

Certifications DVBE#1790879 DBE#42154

		Sat & All Nights	Sat & All Nights	Sun	Sun			Saturday	Saturday	Sun	Night Work	ON/OFF Haul Rate		
	Non Prevailing	Non Prevailing	Non Prevailing	Non Prevailing	Non Prevailing	Prevailing Rate	Prevailing Rate	Prevailing Rate	Prevailing Rate	Prevailing Rate	To be added	To Be added		
	Straight Time	Night Work	Straight Time	Over Time	Straight Time	Over Time	Straight Time	Over Time	Over Time	Double Time	Double Time	to Prevailing Rate	to NON Prevailing Rate	Travel Time
Water Truck								\$168.90	\$173.90	\$188.90	\$188.90	\$5.00	\$10.00	\$100.00
Double Bottom	\$120.00												\$10.00	
Semi Bottom	\$120.00												\$10.00	
End Dump	\$120.00												\$10.00	
Demo Truck	\$125.00												\$10.00	
Transfers	\$120.00												\$10.00	

DVBE/DBE CREDIT: DAVE Trucking currently has Double Bottom dump, Semi Bottom Dump or Semi End Dumps and/or Low Bed/ Off Tankers. Please account for our current fleet size when trying to obtain DVBE/DBE Credits. Please contact Sean Reed 559-370-5756 for information on how DAVE can help you meet your goal.

SCHEDULING: As there is a high demand for DVBE/DBE goals, scheduling will require confirmation of DAVE truck availability IN WRITING, no less than 2 wks prior to your desired date. Please schedule ASAP to assure DAVE can meet your scheduling needs.

TRAVEL TIME: DAVE Trucking & Swooping Home Base (Port) is located in Fresno, CA. Unless otherwise stated in the quote, travel time for TRUCKING will apply to all jobs located beyond a 50 mile radius from our home base. Travel time for Sweepers apply to ALL jobs regardless of location. Travel time is billed on "Port to Port". Please add \$140 per truck per day for subsistence depending on job location for any work beyond a 50 mile radius of Fresno, CA.

Fuel Surcharge: A surcharge will be assessed on ALL prices quoted of 2% for every \$0.20 increase of California's average fuel rate, which is currently based off \$3.20. Average fuel rate can be found at <http://caltrans.ca.gov/ops/traffic/updates/fuel.html>

QUOTE ONLY VALID WITH ACCEPTANCE OF "DAVE BID FORM AND ATTACHMENT & CONDITIONS"

Please add 3% per year beginning Jan 1, 2020 for any job that are expected to last longer than a year.

GENERAL CONDITIONS: Unless otherwise specified herein DAVE Trucking & Swooping specifically excludes from the performance of the services here quoted all traffic control, dust control (water truck rental), any liabilities that may arise from job site conditions outside the direct and exclusive control of DAVE 8 hour minimum on any truck day 8 hour night. All tonnage quotes are per US ton. All quotes including material subject to change without notice depending on material and trucking availability.

LET OR QUOTE: Unless otherwise specified herein this quote will be void three months after DAVE bid date.

PAYMENT: All invoices shall be paid within 30 days of invoice date. Late payments will be assessed carrying charges at 1.5% compounded monthly on the outstanding balance. If a dispute arises between the parties, the prevailing party shall be entitled to recover attorney fees in addition to any other relief to which the party may be entitled.

ACCEPTANCE: Buyer shall sign and RETURN the quote sheet confirming "Special Conditions", price and estimated delivery date we return mail.

Signature of Authorized Representative

Name _____

Fax# _____

Signature _____

Date _____

Phone# _____

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION

DEE CONFIRMATION

069-05-0702-12 (NEW 002619)

Continued from

05-1F75U4

Reference: 100-308275-1746

Dreambuilder Construction Corp.

Wargo of DBE representation

Anurag Singh

Post: Capital Budgeting

38742

Narrative of Diplomat

OHL USA, Inc. DBA Group OHL USA, Inc.

What are the physical characteristics of different types of birds?

 Name of representative of bidder or owner contractor

Oral Huss, Chief Estimator

On the

11/19/2018

[illegible]

1000s of million barrels has produced or purchased by the DOE, under the strict
control of the firm to be determined or regulated.

Q

5245

1. Name of the person: _____
2. Address: _____
3. City: _____
4. State: _____
5. Zip: _____
6. Phone: _____
7. E-mail: _____
8. Date: _____
9. Signature: _____
10. Title: _____

~~Tuesday night, possibly at 10 PM, I was told by both men that~~

Anurag Singh

~~CONFIDENTIAL~~

President

11/9/2014

Legend

ADA Notice

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Contract No. 06-1F76U4

Dream builder

65 Concrete Material supply (portion)

~~1,111,111~~ = 3,235,274

?

100

MATERIAL SUPPLY QUOTE ONLY

PROPOSAL DATE: 17/02/2010
PROPOSAL NO: 05-11-75UM

CERTIFIED - DUE 6/20/86
S.A. CERTIFICATION # 42111

We Are Non-Union Company

DBE Certification # 38712

FROM
Dreambuilders Construction Corp.
1824 Lanyon, Co

CA LIC NO.

A-173438

PLACENTIA CA 92670

PROJECT 8

05-1875U4

PH# (714) 642-3697 FAX # (714) 642-3000

AGENCY:

CALTRANS

TO:

Optimizer**SID DATE**

1102010

Q&A, ETC.

1970 Main Street, Santa YSU,

02/04/2014 09:23:14

PTC 949,372-192

FOIA b(7) - DFOI 2011-1205

WORK LOCATION:

In Monterey County In And Near Kill Dry From 9-1 Mile South Of Wild Horse Road Descending To Yuba River

ITEM #	MEQ-ID	Item	Unit of Measure	Estimated Quantity	Unit Rate	Add Tax	Estimated Amount
1	Drymix-RSC-BR-2 CYS	RSC (Web Replicament) - 1210 Pal @ 1 to 2lbs (CYS Quanta)	CY		\$ 367.89	Yes	
2	Drymix-RSC-LCB-3 CYS	RSC (Urban Concrete Base) - 1250 Pal @ 1 to 2lbs (CYS Quanta)	CY		\$ 368.89	Yes	
3	Drymix - LCB	Urban Concrete Base	CY		\$ 104.26	Yes	
4	Drymix-Class II - S05	Minor Concrete - Class II	CY		\$ 221.35	Yes	
5	Drymix-Class A - S05	Major Concrete - Class II	CY		\$ 128.89	Yes	
6	Drymix-Class I - K75		CY		\$		
7	ADD	EACH WHICH BRNS EACH SHUF-1	EA		\$ 700.00	NO	

Price Increase & Quota Expiration:

- 1 Two Unit also to visit. QUOTE TO other side show phone add 7-12-68 CY
2 All - 218 cost in brackets - NO CHANGE
3 THESE STATES APPLICATION FOR DAY OR NIGHT DELIVERY
4 Add appropriate taxes too
5 City will provide storage space with under parking spaces for all materials and equipment on road to Downtown Office
6 Storage Area must be provided within 0.4 miles from building perimeter at RMC
7 Buyer must provide adequate company working area suitable to accept all items in financial requirements
8 Payment of amount payable to buyer's responsibility and may BECOME responsibility are extended.
9 If buyer makes payment but fails to deliver and impacting the contract option. All job site loading fee per piece will be done by buyer,
10 any job site handling cost incurred on site are excluded, customer will be responsible for lost payments, pay sheet price
11 Delivery is based on availability of 6 quads only otherwise freight is included plus delivery fee 25 dollar option in addition
12 Price is based on current stock, any quantity being ordered will be charged actual delivery price
13 After Work Shift Operation between - 6:00AM to 6:00PM Eastern Time Period - 6:00AM to 6:00PM
14 Other provisions - Seller & Buying President - 6:00AM to 6:00PM
15 Contracted Company Quality Control / Inspection Firm and ASHCO T-248, All field specifications and loadings in accordance by the buyer,
16 Dismantling work will not accept any liquidated damages in any circumstances, even if performed work based on buyers schedule
17 Payment terms - 30 days after bill or invoice issued for any quantities.
18 For this quote to be effective we must receive acceptance to the quote no later than 30 days after this quote date.
19 For nightwork buyer to provide appropriate sign permits as needed.
20 Dismantling is not responsible for transportation cost of concrete application and water.

Alex Stodd

Dreamcatcher

714-23-5588

rajesh.singh@dreambyfildercorp.com

Buyer Name:

Buffer Acceptance

Date _____

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION
DBE CONFIRMATION
DES-05-0102.13 (NEW 05/2015)

Contract no.:

05-1F75U4

Name of OBE business:

Contera Construction Corp

Name of D/B/E representative:

21899

DISEASES

Cristy Lee Varela

(Name of Subject)

OHL USA, Inc. DBA Group OHL USA, Inc.

Name of prime contractor if different from the bidder.

Name of representative of bidder or prime contractor.

Craig Huss, Chief Estimator

Diaper

11/9/2018

[illegible]

If 100% of an item is not to be performed or furnished by the DBE, describe the exact portion of the item to be performed or furnished.

Total

S3 DER 660

As an independent contractor, a contractor should not be treated as an employee. If a contractor is treated as an employee, the contractor will be subject to the Federal Contractor's Employment Tax. The contractor will be subject to the Federal Contractor's Employment Tax if the contractor is treated as an employee. The contractor will be treated as an employee if the contractor is treated as an employee. The contractor will be treated as an employee if the contractor is treated as an employee.

I certify under penalty of perjury that the foregoing is true and correct.

Signature of DMEPOS authorized representative

Jason Varata

Printed name of CSE's authorized representative:

CFO

Title of DBA's authorized representative:

11/09/18

One

ADA Notice

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Contract No. 05-1F75UA

B/S Items

Central Trucking

37 Haul Excavated Mat'l To Crusher

~~6130 Hrs @ \$115/hr~~

6130 Hrs @ \$115/hr = \$704,950

37 Haul excess dirt off-site

Bottom Dump

8,973 Hrs

@ \$115/hr = \$1,031,895

45 Haul PCC Batch Mix to Paver

~~11,581 Hrs @ \$115/hr~~

11,581 Hrs @ \$115/hr = \$1,331,815

3,068,640

CONTERA CONSTRUCTION CORPORATION

18545 Old Town Front Street | Suite 201 | Temecula, CA 92590

(51) 695-2800 PH | (951) 695-2801 Fax

A, B, C-12, HIC Lic#663817 | DBE #21899 | CA SB #1738361 | DIR #1000017758

Price Quote Confirmation

To: OHL USA

Date: 11/08/18

Attn: Bill Grautau

Phone: (949) 242-4432

1920 Main Street Ste 310

Fax: (949) 231-1255

Irvine, CA 92614

Email: bill.grautau@ohlusa.com

Project Name: Caltrans 05-1F75U4 -Rte 101 Wild Horse Rd

Project Location: King City, CA

Price Good Through: 12/31/18

Estimated Quantity: See Below

Price: See Below

This price includes the following items only if checked YES below:

YES	NO		YES	NO	
<input type="radio"/>	<input checked="" type="radio"/>	Loading	<input type="radio"/>	<input checked="" type="radio"/>	Tarpping
<input type="radio"/>	<input checked="" type="radio"/>	Knock Down	<input type="radio"/>	<input checked="" type="radio"/>	Permits
<input type="radio"/>	<input checked="" type="radio"/>	Compaction	<input type="radio"/>	<input checked="" type="radio"/>	Cert. Payroll / Owner Operator
<input type="radio"/>	<input checked="" type="radio"/>	Dust Control	<input type="radio"/>	<input checked="" type="radio"/>	Retention Held
<input type="radio"/>	<input checked="" type="radio"/>	Water	<input type="radio"/>	<input checked="" type="radio"/>	Soils Testing
<input type="radio"/>	<input checked="" type="radio"/>	Street Cleaning / Sweeping	<input type="radio"/>	<input checked="" type="radio"/>	Supervision for trucking
<input type="radio"/>	<input checked="" type="radio"/>	Traffic Control	<input type="radio"/>	<input checked="" type="radio"/>	Other:

SPECIAL INSTRUCTIONS:

\$115.00/Hour (Prevailing Wage / Add \$35.00 per hour for onsite teamster rate)

Minimum 6 hours per day per truck. Move in \$200.00 per truck for the first day and non-consecutive days.

Daily production will be agreed upon at the end of each shift. Normal trucking hours are from 7:00 am to 5:00 pm. In no event shall CCC or its employees be liable to you for any damages arising out of the use or inability to use the material referenced in this confirmation. The customer agrees to accept ownership and title to all materials transported at the source. CCC carries \$1,000,000 per occurrence and \$2,000,000 aggregate general liability insurance policy. Excess insurance requirements will be agreed to in writing before the work commences. Prices are subject to a 4% surcharge if fuel exceeds \$4.50 per gallon, 8% surcharge if fuel exceeds \$6.00 per gallon based on the 60 day average U.S. Energy Info. Admin-Gasoline / Fuel update.

Invoice Payments are due 30 days after invoice. Interest will accrue on unpaid balances at the rate of 1.5% per month and customer agrees to pay all reasonable costs of collection.

Agreed By:

Agreed By:

Contera Construction Corporation

Company

Ron Varela

11/08/18

Date

Signature

Date

DEB-06-0102-13 (NEW 052015)

CANADIAN

OS-1F75U4

Alonso, O. D. (1992). *Alonso, O. D.*

Dragon Material Transport, Inc.

REPORT OF THE

87,444

DOE Compliance Manager.

Summer Bradford

Number of releases

Number of persons employed by the respondent:

Craig Huss, Chief Estimator

Drunk

11/9/2018

[illegible]

¹ If 100% of an item is not to be performed or furnished by the DFE, the entire item and portion of the item to be performed or furnished.

★

STARTERS

[illegible]

1. _____

100



11/11/11

1. 2.

ADA Notice

For last-minute wire industry directory, call 800-955-6869 or 800-955-6869. For information, contact the National Association of Broadcasters (NAB) at (202) 462-2700, or the National Association of Broadcasters (NAB) at (202) 462-2700.

Contract No. 05-1F75U4

DRAGON

MATERIAL TRANSPORT, INC.

P.O. Box 27800, Fresno, CA 93729-7800
Office (559) 490-6877 Fax (559) 276-0818
CA No. 0366649

DBE/WBE/UDBE Firm No. 37444

--QUOTE

Attn. Zachary Ross / Bobby Barlow
Date: 11/08/18

Project: Caltrans 05-1F75U4 in Monterey County near King City

Material: 2,755 Tons - PG 64-16

Delivered Price: \$527.00 Per U.S. Ton + any applicable taxes

Refinery: SJR

***5% Crude Index**

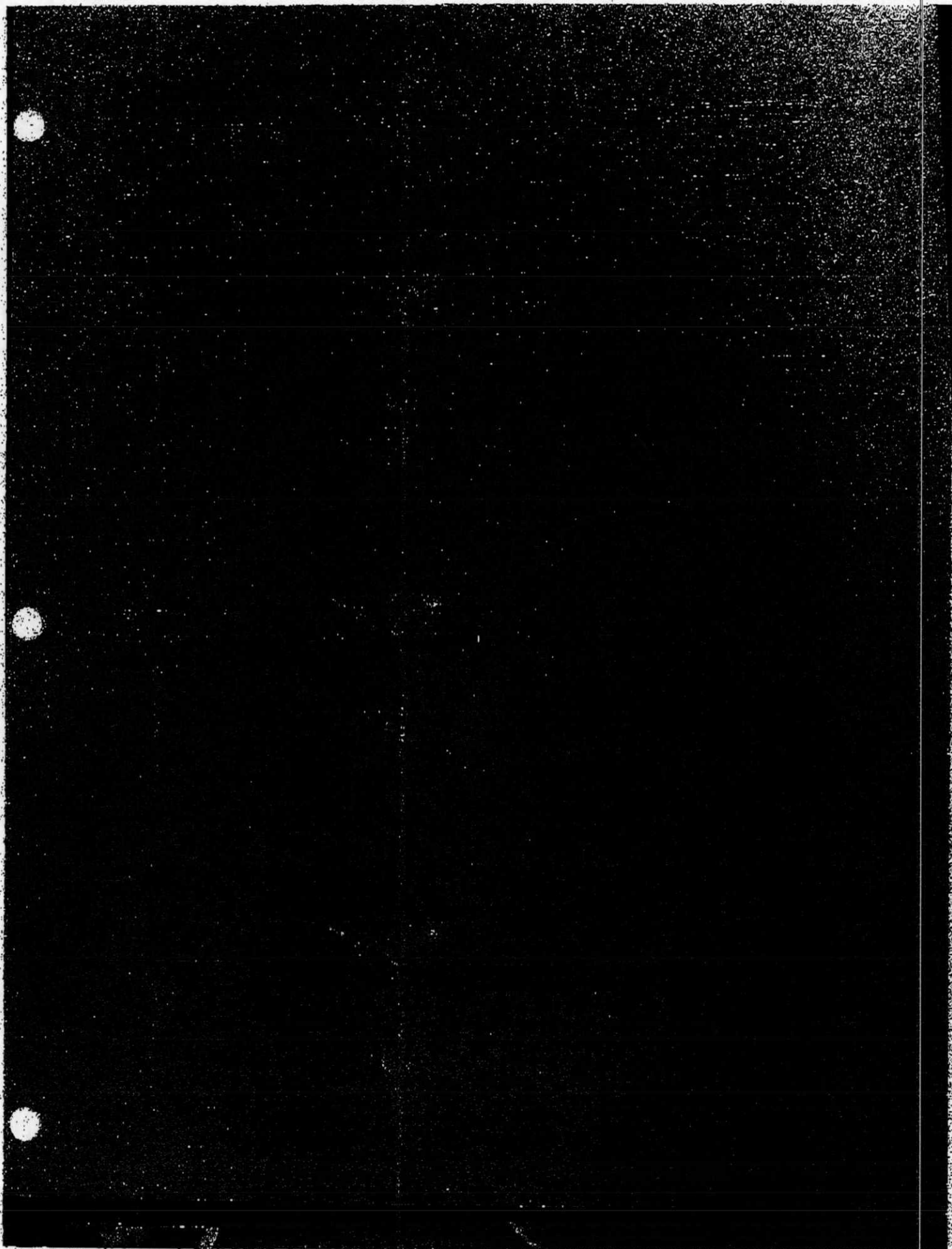
***Standby after 1 hour from scheduled delivery time at \$105.00 per hour**

***Pricing based on full loads - 26.00 ton**

***Add \$3.00 per ton 1/2020 & each year thereafter**

***Fuel surcharge - rate increase - add \$1.00 for every \$.10 increase if California On-Highway reaches \$4.15 per gallon. www.eia.gov \$4.068 on bid day**

58 \$1313873¹⁰
59 \$13801188



1713 ACADEMY AVENUE
CA 93657

Date	Quote #
11/8/2018	LW-11082018

Name / Address
Lee Wilson Electric
Wilson Electric
Bob Wilson
PO Box 250
Arroyo Grande, CA 93421 USA

[illegible]

9/14/93 05

SECURITY PAVING COMPANY, INC.

P. O. BOX 1489 SUN VALLEY, CA 91353-1489 PH.(818) 767-8418 FAX(818) 767-3169

* Fax Cover Sheet *

Date: 11/19/18

To: Jill Sewell

Company: Ca/trans

Phone: 916 227-6300

Fax: 916 227-6282

From: Joe Ferndino

Subject: 05-1F75U4

REGARDING: Protest OHL's Bid

This cover page is 1 of 2 pages.

*IF THERE IS ANY OTHER INFORMATION YOU NEED PLEASE LET ME KNOW.

OFFICE# (818)767-8418 OR FAX# (818)767-3169.

THANK YOU